



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

BOBBY D. CAGLE
Director

BRANDON T. NICHOLS
Chief Deputy Director

December 18, 2018

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 December 18, 2018

CELIA ZAVALA
EXECUTIVE OFFICER

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

REQUEST TO APPROVE AMENDMENT NUMBER ONE OF THE COMMUNITY TREATMENT FACILITY CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS), Department of Mental Health (DMH) and Probation Department (Probation) request the Board's approval to amend the Community Treatment Facility (CTF) contracts with Vista Del Mar Child and Family Services (Vista Del Mar) and Star View Children and Family Services (Star View) in order to extend the contracts for one year effective January 1, 2019 through December 31, 2019.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Directors of the DCFS, DMH and the Chief Probation Officer, or their designees to execute amendments, in substantially similar form to Attachment A and Attachment B, to extend the CTF contracts for one year, effective January 1, 2019, through December 31, 2019. The annual cost of the extension is approximately \$2,403,000, financed using 24 percent (\$576,720) State revenue passed through DMH directly to DCFS, 62.4 percent (\$1,499,472) net County Cost (NCC) funds budgeted through DCFS' Assistance Payments, 4.2 percent (\$100,926) NCC remitted by Probation, and 9.4 percent (\$225,882) in state realignment funds remitted through DCFS.
2. Delegate authority to the Directors of the DCFS, DMH and the Chief Probation Officer, or their designees to execute amendments to the contracts for changes to the scope of work as necessary to meet program needs or to change the terms and conditions in the contracts provided that: (a) such

amendments are consistent with applicable federal, State, and County requirements, (b) prior approval of County Counsel is obtained, and (c) the Board and the Chief Executive Officer (CEO) are notified within ten days of executing such amendments.

3. Delegate authority to the Directors of the DCFS, DMH and the Chief Probation Officer, or their designees to amend the contracts as needed to increase or decrease the contract amount not to exceed 10 percent of the annual contract sum for changes in the volume of services, provided that: (a) such amendments are consistent with applicable federal, State, and County requirements, (b) prior approval of County Counsel is obtained, and (c) the Board and the CEO are notified within ten days of executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current CTF contracts will expire on December 31, 2018. The recommended actions will enable the County to continue providing CTF services to Seriously Emotionally Disturbed (SED) children who are placed in the care and custody of DCFS, DMH and Probation while negotiating the contract terms with the agencies involved.

Vista Del Mar and Star View are the only facilities licensed by the California Department of Social Services (CDSS) to provide CTF services in Los Angeles County. CTF services are needed for the placement of children who require higher levels of service than those provided by Group Home Rate Classification Level (RCL 14) or Short-Term Residential Therapeutic Program (STRTP) and are the only secure residential group setting for children available outside of a psychiatric hospital. As locked facilities, although Community Care Reform (CCR) does not address CTFs, specifically, they provide the highest level of care and meet or exceed the CCR expectations for STRTP. CTFs residential facilities provide intensive mental health treatment services to youth in a setting with the capacity to provide secure containment. The CTF provides the safest, most-structured setting with the highest staff to child ratios for youth with the most severe psychiatric and behavioral problems who are often deemed dangerous to themselves and others. Only youth who volunteer or are under conservatorship may be placed in a CTF. Each youth has a designated treatment team that collaborates with the child and family team to address the trauma and underlying needs of each youth. The treatment team discusses and formulates the behavior management and intervention plans to which each youth best responds.

Children placed in CTFs have previously experienced psychiatric hospitalizations as the result of behaviors that have been deemed dangerous to themselves and others. Due to CTFs being the highest level of care, the state has indicated that the CTF rate is the same as the STRTP rate.

Vista Del Mar and Star View both agreed to continue providing CTF services at the rate of the current contract. DCFS reviewed both agencies' budgets and determined that the statutory rate and supplemental rate are justified.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County of Los Angeles Strategic Plan Goal #1 – We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

FISCAL IMPACT/FINANCING

The annual cost for the contracts with Star View and Vista Del Mar from January 1, 2019 through December 31, 2019 is approximately \$2,403,000. The annual cost for the contract with Star View is approximately \$1,320,000, and the annual cost for the contract with Vista Del Mar is approximately \$1,083,000. The total monthly cost for CTF services at Vista Del Mar is \$13,179 per child, and the total monthly cost for CTF services at Star View is \$11,919 per child.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractors will continue to provide CTF placement services for DCFS, DMH, and Probation children with severe psychiatric and behavioral problems. CTF services are geared towards the care and treatment of SED dependent children, primarily through the dependency and juvenile court system.

Star View and Vista Del Mar are the only two facilities licensed by CDSS to provide these specialized services in the State of California.

CONTRACTING PROCESS

The current contracts were procured by negotiation and executed effective January 1, 2014.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the CTF contractors to continue to provide CTF services without interruption.

CONCLUSION

Upon approval of this contract by the Board, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter to:

Department of Children and Family Services

Contracts Administration Division

Attn: Leticia Torres-Ibarra, Contracts Division Manager

425 Shatto Place, Room 400

Los Angeles, CA 90020

If you have any questions or require additional information, please contact me or your staff may contact Aldo Marin, Board Liaison, at (213) 351-5530.

Respectfully submitted,



BOBBY D. CAGLE
Director



TERRI L. McDONALD
Chief Probation Officer



JONATHAN E. SHERIN, M.D., Ph.D.
Director

BDC:CMMKR:LTI

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Probation Department
Department of Mental Health



AMENDMENT NUMBER ONE

CONTRACT NUMBER 78080

WITH

STAR VIEW CHILDREN AND FAMILY SERVICES

FOR

COMMUNITY TREATMENT FACILITY

**AMENDMENT NUMBER ONE
COMMUNITY TREATMENT FACILITY SERVICES
CONTRACT NUMBER 78080**

This Amendment Number One ("Amendment") to Community Treatment Facility Services Contract ("Contract") with Star View Children and Family Services, is made and entered into by and between the County of Los Angeles ("COUNTY"), and _____ ("CONTRACTOR"), on this _____ day of _____, 2018.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Community Treatment Facility Services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the contract for one-year as is necessary to complete the procurement by negotiation process for a new contract;

WHEREAS, another purpose of this Amendment is to include additional provisions approved by the Board of Supervisors;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. **Table of Contents, Part II, Standard Terms and Conditions, Section 62.0** is added and reads as follows:
62.0 Time Off for Voting
2. **Table of Contents, Part II, Standard Terms and Conditions, Section 63.0** is added and reads as follows:
63.0 Compliance with County's Zero Tolerance Policy on Human Trafficking
3. **Table of Contents, Part II, Standard Terms and Conditions, Section 64.0** is added and reads as follows:
64.0 Data Encryption
4. **Table of Contents, Part II, Standard Terms and Conditions, Section 65.0** is added and reads as follows:
65.0 Compliance with Fair Chance Employment Practices

5. **Table of Contents, Part II, Standard Terms and Conditions, Section 66.0** is added and reads as follows:
 - 66.0 **Compliance with the County Policy of Equity**
6. **Part I, Unique Terms and Conditions, Section 3.0 Term, Subsection 3.6** is added and reads as follows:
 - 3.6 The term of this Contract is extended for a one-year period, beginning on January 1, 2019, and continuing through December 31, 2019, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
7. **Part I, Unique Terms and Conditions, Section 4.0, Payment Rate, Subsection 4.1.1** is added and reads as follows:
 - 4.1.1 The Maximum Annual Contract Sum for the contract period of January 1, 2019, through December 31, 2019, shall not exceed _____ (\$1,320,000).
8. **Part I, Unique Terms and Conditions, Section 4.0, Payment Rate, Subsection 4.5, Default Method of Payment: Direct Deposit or Electronic Funds Transfer** is added and reads as follows:
 - 4.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
 - 4.5.2 The Contractor shall submit a direct deposit authorization request via the website <http://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
 - 4.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
 - 4.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
9. **Part II, Standard Terms and Conditions, Section 4.0, Assignment and Delegation** is amended and reads as follows:

4.0 Assignment and Delegation/Mergers or Acquisitions

4.4 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

10. **Part II, Standard Terms and Conditions, Section 62.0, Time Off for Voting** is added and reads as follows:

62.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

11. **Part II, Standard Terms and Conditions, Section 63.0, Compliance with County's Zero Tolerance Policy on Human Trafficking** is added and reads as follows:

63.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

63.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

63.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

12. **Part II, Standard Terms and Conditions, Section 64.0, Data Encryption** is added and reads as follows:

64.1 Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996

(HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

64.2 Stored Data – Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

64.3 Transmitted Data – All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

64.4 Certification – The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this subsection 64.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

13. Part II, Standard Terms and Conditions, Section 65.0, Compliance with Fair Chance Employment Practices is added and reads as follows:

65.1 Contractor shall comply with fair chance employment hiring practices set forth in California government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

14. Part II, Standard Terms and Conditions, Section 66.0, Compliance with the County Policy of Equity:

66.1 The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously,

as set forth in the County Policy of Equity (CPOE) (<http://ceop.lacounty.gov>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

15. Exhibit C-III: Line Item Budget is replaced with the Line Item Budget and Narrative in Attachment I for the new contract term in Subsection 3.6
16. Zero Tolerance Policy on Human Trafficking Certification is attached, and added to Exhibits, as Exhibit II.
17. Contractor's Compliance with Encryption Requirements is attached, and added to Exhibits, as Exhibit JJ.
18. Compliance with Fair Chance Employment Hiring Practices Certification is attached, and added to Exhibits, as Exhibit KK.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER ONE
COMMUNITY TREATMENT FACILITY SERVICES
CONTRACT NUMBER 78080**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Directors of the Department of Children and Family Services, Department of Mental Health, the Chief Probation Officer of the Probation Department and the CONTRACTOR has caused this Amendment Number One to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

By: _____
Bobby D. Cagle, Director
Department of Children and Family
Services

By: _____
Jonathan Sherin, Director
Department of Mental Health

BY: _____
Terri L. McDonald
Chief Probation Officer
Probation Department

CONTRACTOR

Star View Children and Family Services

BY: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Mary C. Wickham, County Counsel

94-3238299
Tax Identification number

By: _____
David Beaudet, Senior Deputy County Counsel

EXHIBIT I

**PLACEHOLDER FOR AGENCY'S
NEW LINE ITEM BUDGET AND NARRATIVE**

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name: First Place for Youth		
Company Address: 3530 Wilshire Blvd., Suite 600		
City: Los Angeles	State: CA	Zip Code: 90010
Telephone Number:	Email address:	
Solicitation/Contract for Transitional Housing Program Plus Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Section 60.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that contractor or a member of his staff performing work under the proposed Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Attachment. By submitting this Attachment, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy No. 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation Reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? * cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contractor's Name

Contractor's Official Title

Official's Signature

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:



AMENDMENT NUMBER ONE

CONTRACT NUMBER 78081

WITH

VISTA DEL MAR CHILD AND FAMILY SERVICES

FOR

COMMUNITY TREATMENT FACILITY

**AMENDMENT NUMBER ONE
COMMUNITY TREATMENT FACILITY SERVICES
CONTRACT NUMBER 78081**

This Amendment Number One ("Amendment") to Community Treatment Facility Services Contract ("Contract") with Vista Del Mar Child and Family Services, is made and entered into by and between the County of Los Angeles ("COUNTY"), and _____ ("CONTRACTOR"), on this _____ day of _____, 2018.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Community Treatment Facility Services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the contract for one-year as is necessary to complete the procurement by negotiation process for a new contract;

WHEREAS, another purpose of this Amendment is to include additional provisions approved by the Board of Supervisors;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. **Table of Contents, Part II, Standard Terms and Conditions, Section 62.0 is added and reads as follows:**
62.0 Time Off for Voting
2. **Table of Contents, Part II, Standard Terms and Conditions, Section 63.0 is added and reads as follows:**
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3. **Table of Contents, Part II, Standard Terms and Conditions, Section 64.0 is added and reads as follows:**
64.0 Data Encryption
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65.0 Compliance with Fair Chance Employment Practices

5. **Table of Contents, Part II, Standard Terms and Conditions, Section 66.0** is added and reads as follows:

66.0 Compliance with the County Policy of Equity
6. **Part I, Unique Terms and Conditions, Section 3.0 Term, Subsection 3.5** is added and reads as follows:

3.5 The term of this Contract is extended for a one-year period, beginning on January 1, 2019, and continuing through December 31, 2019, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
7. **Part I, Unique Terms and Conditions, Section 4.0, Payment Rate, Subsection 4.1.1** is added and reads as follows:

4.1.1 The Maximum Annual Contract Sum for the contract period of January 1, 2019, through December 31, 2019, shall not exceed _____ (\$1,083,000).
8. **Part I, Unique Terms and Conditions, Section 4.0, Payment Rate, Subsection 4.5, Default Method of Payment: Direct Deposit or Electronic Funds Transfer** is added and reads as follows:

4.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

4.5.2 The Contractor shall submit a direct deposit authorization request via the website <http://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

4.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

4.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
9. **Part II, Standard Terms and Conditions, Section 4.0, Assignment and Delegation** is amended and reads as follows:

4.0 Assignment and Delegation/Mergers or Acquisitions

4.4 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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62.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

11. **Part II, Standard Terms and Conditions, Section 63.0, Compliance with County's Zero Tolerance Policy on Human Trafficking** is added and reads as follows:

63.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

63.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

63.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

12. **Part II, Standard Terms and Conditions, Section 64.0, Data Encryption** is added and reads as follows:

64.1 Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996

(HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

64.2 Stored Data – Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

64.3 Transmitted Data – All transmitted (e.g.t. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

64.4 Certification – The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this subsection 64.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

13. Part II, Standard Terms and Conditions, Section 65.0, Compliance with Fair Chance Employment Practices is added and reads as follows:

65.1 Contractor shall comply with fair chance employment hiring practices set forth in California government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

14. Part II, Standard Terms and Conditions, Section 66.0, Compliance with the County Policy of Equity:

66.1 The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously,

as set forth in the County Policy of Equity (CPOE) (<http://ceop.lacounty.gov>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

15. Exhibit C-III: Line Item Budget is replaced with the Line Item Budget and Narrative in Attachment I for the new contract term in Subsection 3.6
16. Zero Tolerance Policy on Human Trafficking Certification is attached, and added to Exhibits, as Exhibit II.
17. Contractor's Compliance with Encryption Requirements is attached, and added to Exhibits, as Exhibit JJ.
18. Compliance with Fair Chance Employment Hiring Practices Certification is attached, and added to Exhibits, as Exhibit KK.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER ONE

**COMMUNITY TREATMENT FACILITY SERVICES
CONTRACT NUMBER 78080**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Directors of the Department of Children and Family Services, Department of Mental Health, the Chief Probation Officer of the Probation Department and the CONTRACTOR has caused this Amendment Number One to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

By: _____
Bobby D. Cagle, Director
Department of Children and Family
Services

CONTRACTOR
Vista Del Mar Child and Family Services

By: _____
Jonathan Sherin, Director
Department of Mental Health

BY: _____

Name: _____

Title: _____

BY: _____
Terri L. McDonald
Chief Probation Officer
Probation Department

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Mary C. Wickham, County Counsel

95-1647832
Tax Identification number

By: _____
David Beaudet, Senior Deputy County Counsel

**PLACEHOLDER FOR AGENCY'S
NEW LINE ITEM BUDGET AND NARRATIVE**

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name: First Place for Youth		
Company Address: 3530 Wilshire Blvd., Suite 600		
City: Los Angeles	State: CA	Zip Code: 90010
Telephone Number:	Email address:	
Solicitation/Contract for Transitional Housing Program Plus Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Section 60.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that contractor or a member of his staff performing work under the proposed Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Attachment. By submitting this Attachment, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy No. 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation Reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? * cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contractor's Name

Contractor's Official Title

Official's Signature

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date: